

LANCASTER COUNTY

COUNTY - CITY BUILDING Telephone: (402)441-7410
LINCOLN, NEBRASKA 68508 FAX : (402) 441-6513
BOARD OF COMMISSIONERS

**IT IS THE VENDOR'S RESPONSIBILITY TO CHECK FOR
ADDENDUMS PRIOR TO SUBMITTING PROPOSALS**

REQUEST FOR PROPOSALS SPECIFICATION NO. 02-108

Lancaster County intends to enter into contract and invites you to submit a sealed proposal for:

RFP - COLLECTION SERVICES FOR PAST DUE ACCOUNTS FOR LANCASTER COUNTY

MEETING OR EXCEEDING LANCASTER COUNTY'S SPECIFICATIONS

Sealed proposals will be received by Lancaster County, Nebraska on or before **12:00 noon, Wednesday, May 29, 2002**, in the office of the Purchasing Agent, "**K" Street Complex (SW Wing), Suite 200, 440 So. 8th Street**, Lincoln, NE 68508. Proposals will be publicly opened and **ONLY THE NAMES OF THE PROPOSERS** will be read aloud in the First Floor Conference Room at the "K" Street Complex.

Proposers should take caution if U.S. mail or mail delivery services are used for the submission of proposals. Mailing should be made in sufficient time for proposals to arrive in the Purchasing Division, prior to the time and date specified above. Late proposal will not be considered.

FAX proposal responses are not acceptable, all proposals must possess an original signature and be in a sealed envelope.

COMMISSIONERS

KATHY CAMPBELL * LARRY HUDKINS * RAY STEVENS * BERNIE HEIER * BOB WORKMAN
KERRY EAGAN, Chief Administrative Officer

SEALED RFP

SPECIFICATION NO. 02-108

PROPOSAL OPENING TIME: 12:00 NOON

DATE: Wednesday, May 29, 2002

ADDENDA RECEIPT: The receipt of the addenda to the specification number _____ through _____ is hereby acknowledged. Failure of any proposer to receive any addenda or interpretation shall not relieve the proposer from obligations specified in the proposal request. All addenda shall become part of the final contract document.

The undersigned submitter, having full knowledge of the requirements of Lancaster County for the above listed project, the Contract Documents and all other terms and conditions of the request, agrees to provide the labor, certificate of insurance, unemployment compensation, bonds, materials and equipment and services in strict accordance with the specifications as prepared by the County for the consideration of the amount set forth in the following price schedule:

COLLECTION OF PAST DUE ACCOUNTS FOR LANCASTER COUNTY

1. County will pay a base commission percentage of gross collected funds at the end of each reporting period. Proposer shall bill the County on a monthly basis in accordance with the rate offered herein: _____ %

COMMENTS: _____

NOTE: Once collection efforts are considered exhausted and an account is returned to the County, any funds collected will not be subject to commission.

NO Bid Bond/Security or insurance certificate is required with your offer.

NOTE: RETURN 4 COMPLETE COPIES OF OFFER AND SUPPORTING MATERIAL.

MARK OUTSIDE OF PROPOSAL CONTAINER AS FOLLOWS:

SEALED PROPOSAL FOR # 02-108

The undersigned signatory of the proposer represents and warrants that he has full and complete authority to submit this offer to Lancaster County, and to enter into a contract if this offer is accepted.

COMPANY NAME

(Print Name)

STREET ADDRESS or P.O. BOX

(Title)

CITY, STATE ZIP CODE

(Date)

TELEPHONE NO.

EMPLOYER'S FEDERAL I.D. NO.
OR SOCIAL SECURITY NUMBER

FAX NO.

INTERNET ADDRESS IF AVAILABLE

BY (Signature)

COLLECTION SERVICES PROVIDER QUESTIONNAIRE

If additional space is required to provide a complete response, please include this information as an attachment to your offer.

1. Outline the methodology of collections: _____

2. Indicate the number of employees in the collection business (include titles and job functions): _____

3. Provide a summary of how your firm handles hardship cases: _____

4. Describe the typical % of accounts collected: _____

5. Describe the number of complaints (if any) and how they are normally settled: _____

6. List any lawsuits pending or completed involving the corporation, partnership, or individuals with more than ten percent (10%) interest: _____

7. Indicate the number of years experience your firm has had in providing these services:
_____ Total # of years
_____ # of years in Nebraska

8. Indicate the location of service facility (if different from the address shown on the previous proposal page): _____

9. Do you currently have, or can you arrange for the required bonding and insurance, as required in the RFP Specifications? _____

10. By submitting an offer on this project, it is understood by Lancaster County and the Successful Firm(s) that any local City of Lincoln or Lancaster County entity may request the services specified in accordance with the percentages submitted by the Successful Firm.
Do you concur? Yes ____ No ____
11. It is understood and agreed that each local entity will place its own orders, be invoiced therefrom and make its own payments to the successful proposer in accordance with the terms of the contract established between the County and the Successful Firm(s).
Do you concur? Yes ____ No ____
12. Special provisions for Commodity Term Contracts are included with the specification document. Proposers are urged to read the Special Provisions before completing the following:
Is contract extension/renewal an option: Yes____ No ____

NOTE: Failure to provide information as requested could result in rejection of your Proposal from consideration.

COMPANY REPRESENTATIVE responsible for the administration of this Agreement:

NAME: _____
TITLE: _____
PHONE NO. _____
FAX NO. _____
EMAIL: _____

Firm Name

Signature

Date

LISTING OF REFERENCES

1. Firm Name: _____
Firm Address: _____
City/State/Zip: _____
Contact Name: _____
Phone Number: _____ Fax Number: _____
Email address: _____

Number of years your firm has provided service to this reference: _____
Any details regarding the affiliation: _____

2. Firm Name: _____
Firm Address: _____
City/State/Zip: _____
Contact Name: _____
Phone Number: _____ Fax Number: _____
Email address: _____

Number of years your firm has provided service to this reference: _____
Any details regarding the affiliation: _____

3. Firm Name: _____
Firm Address: _____
City/State/Zip: _____
Contact Name: _____
Phone Number: _____ Fax Number: _____
Email address: _____

Number of years your firm has provided service to this reference: _____
Any details regarding the affiliation: _____

Firm Name

Signature

Date

INSTRUCTIONS TO PROPOSERS LANCASTER COUNTY, NEBRASKA PURCHASING DIVISION

1. PROPOSAL PROCEDURE

- 1.1 Proposer shall submit four (4) complete sets of the RFP documents and all supporting material. Any interlineation, alteration or erasure on the specification document shall be initialed by the proposer. Proposer shall not change the proposal form nor make additional stipulations on the specification document. Any amplified or qualifying information shall be on the Proposer's letterhead and firmly attached to the response/offer document.
- 1.2 *Proposed prices shall be submitted on the Proposal Form included with the RFP number and/or description clearly marked on the outside of the sealed envelope/container.*
- 1.3 Each RFP must be legibly printed in ink or by typewriter, include full name, business address, and telephone no. of the Proposer; and be signed in ink by the Proposer.
- 1.4 Response by a firm / organization other than a corporation must include the name and address of each member.
- 1.5 A response by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.6 Any person signing a response for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.7 Proposals received after the time and date established for receiving offers will be rejected.

2. EQUAL OPPORTUNITY

- 2.1 Each proposer agrees that it shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, national origin, age, or marital status. In the employment of persons, proposer shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, disability, national origin, age, or marital status.

3. DATA PRIVACY

- 3.1 Proposer agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.
- 3.2 The proposer agrees to hold the County harmless from any claims resulting from the proposer's unlawful disclosure or use of private or confidential information.

4. PROPOSER'S REPRESENTATION

- 4.1 Each proposer by signing and submitting an offer, represents that he/she has read and understands the specification documents, and the offer has been made in accordance therewith.

- 4.2 Each offer for services further represents that the proposer is familiar with the local conditions under which the work and has correlated the observations with the requirements of the RFP.

5. INDEPENDENT PRICE DETERMINATION

- 5.1 By signing and submitting this RFP, the proposer certifies that the prices offered have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, with any other proposer competitor; unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the proposer prior to RFP opening directly or indirectly to any other competitor; no attempt has been made, or will be made, by the proposer to induce any person or firm to submit, or not to submit, a response for the purpose of restricting competition.

6. SPECIFICATION CLARIFICATION

- 6.1 Proposers shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of specification documents.
- 6.2 Proposers desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least seven (7) calendar days prior to date and time for response receipt.
- 6.3 Interpretations, corrections and changes made to the specification documents will be made by written addenda.
- 6.4 Oral interpretations / changes to Specification Documents made in any other manner, will not be binding on the County; proposers shall not rely upon oral interpretations.

7. ADDENDA

- 7.1 Addenda are written instruments issued by the County prior to the date for receipt of offers which modify or interpret the specification document by addition, deletion, clarification or correction.
- 7.2 Addenda will be mailed or delivered to all who are known by the County to have received a complete set of specification documents.
- 7.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.
- 7.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of offers, except an addendum withdrawing the RFP, or addendum including postponement.
- 7.5 Proposers shall ascertain prior to submitting their offer that they have received all addenda issued, and they shall acknowledge receipt of addenda on the proposal form.

8. EVALUATION AND AWARD

- 8.1 The signed proposal shall be considered an offer on the part of the proposer. Such offer shall be deemed accepted upon issuance by the County of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 8.2 No offer shall be withdrawn for a period of ninety (90) calendar days after the time/ date established for receiving offers, and each proposer agrees in submitting an offer.
- 8.3 FEES WILL be a consideration in ranking the interested firms in accordance with the evaluation criteria and will be opened as part of the ranking.
- 8.4 The RFP process is designed to be a competitive negotiation platform, where price is not required to be the sole determinative factor; also the County has the flexibility to negotiate with a select firm or selected firms to arrive at a mutually agreeable relationship.
- 8.5 A committee will be assigned the task of reviewing the proposals received.
 1. The committee may request documentation from Proposer(s) of any information provided in their proposal response, or require the Proposer to clarify or expand qualification statements.
 2. The committee may also require a site visit and/or verbal interview with a Proposer or select group of Proposers to clarify and expand upon the proposal response.
- 8.6 The RFP will be awarded to the most responsible proposer whose proposal will be most advantageous to the County, and deemed will best serve their requirements.
- 8.7 The County reserves the right to accept or reject any or all offers, parts of offers; request rebids; waive irregularities and technicalities in offers; such as shall best serve the requirements and interests of the County.

9. TERMINATION/ASSIGNMENT

- 9.1 The County may terminate the Contract if the Contractor:
 1. Refuses or fails to supply enough properly skilled workers or proper equipment to satisfactorily provide complete needs assessment as requested.
 2. Disregards laws, ordinances, or regulations or orders of a public authority having jurisdiction over the Contract.
 3. Otherwise commits a substantial breach of any provision of the Contract Document.
- 9.2 *By mutual agreement both parties of the contract agreement*, upon receipt and acceptance of not less than a one hundred twenty (120) calendar days written notice, the contract may be terminated on an agreed upon date, prior to the end of the contract period, without penalty to either party.
 1. Upon any such termination, the Contractor agrees to waive any claims for damages, including loss of anticipated profits, on account thereof, and as the sole right and remedy of the Contractor, the County shall pay Contractor in accordance with this section.

2. Upon such termination, the obligations of the Contract shall continue as to options of the work already performed and as to bona fide obligations the Contractor assumed prior to the date of termination.

- 9.3 In the event of any proceedings by or against either party, voluntary or involuntary, in bankruptcy or insolvency, or for the appointment of a receiver or trustee for the benefit of creditors, of the property of the Contractor, the County may cancel this contract or affirm the contract and hold the Contractor responsible for damages.
- 9.4 The contract established as a result of this RFP process shall not be transferred to/or assigned without prior written consent of the County Board of Commissioners.

10. INDEMNIFICATION

- 10.1 The proposer shall indemnify and hold harmless the County, its members, its officers and employees from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees arising out of or resulting from the performance of the contract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than goods, materials and equipment furnished under this contract) including the loss of use resulting therefrom; is caused in whole or part by any negligent act or omission of the proposer, any subcontractor, or anyone directly or indirectly employed by any one of them or anyone for whose acts made by any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.
- 10.2 In any and all claims against the County or any of its members, officers or employees by an employee of the proposer, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 10.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the proposer or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

11. TERMS OF PAYMENT

- 11.1 Unless other specification provisions state otherwise, payment in full will be made by the County within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

12. LAWS

- 12.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.

SPECIAL PROVISIONS FOR COMMODITY TERM CONTRACTS

LANCASTER COUNTY, NEBRASKA PURCHASING DIVISION

1. ESTIMATED QUANTITIES

- 1.1 The quantities set forth in the specification document are approximate and represent the estimated requirements of the County for the contract period.
- 1.2 Items listed may or may not be inclusive of County requirements for this category.
- 1.3 Category items not listed, but distributed by proposer are to be referred to as kindred items. Kindred items shall receive the same percentage of discount or pricing structure as items listed in the specification document.
- 1.4 The unit prices, percentages and the extended total prices shall be used as a basis for the evaluation of offers. The actual quantity of materials necessary may be more or less than the estimates listed in the specification document, but the County shall be neither obligated nor limited to any specified amount. The County will, if possible, restrict increases/decreases to 20% of the estimated quantities listed in the specification document.

2. CONTRACT PERIOD

- 2.1 The contract term is for one (1) year, with option to renew for additional one (1) year terms, not to exceed two (2) renewals. Total contract term not to exceed three (3) years as 36 consecutive months.
- 2.2 Proposer must indicate on the Proposal Form, in the space provided, if renewals are an option.
- 2.3 By mutual consent of both parties it is understood and agreed that the contract may be renewed only at the same prices and/or under the same conditions governing the original contract; and any request for an increase in price or a change in the contract conditions shall be interpreted as a request not to renew the contract at the end of the current contract term.

3. PROPOSED PRICES

- 3.1 Proposers must state on the proposal form if the prices will remain firm for the full contract period; or if the price will be subject to escalation/de-escalation.
- 3.2 Escalation/De-escalation Clause: In the event that prevailing market conditions warrant an adjustment in proposal prices contained in the contract, the following escalation/de-escalation clause shall be the only clause applicable or acceptable to the County:
 1. Contractor shall give written notice to the Purchasing Agent of any proposed changes from contract prices not less than thirty (30) calendar days prior to the effective date of said price changes.
 2. Such notice must be accompanied by a certified copy of the supplier's advisory or notification to the contractor of price changes.

3. No price escalation will be authorized in excess of the amount of the increase referred to on the supplier's notice.
4. The approved price change shall be honored for all orders received by the contractor after the effective date of such price change.
5. Approved price changes are not applicable to orders already issued and in process at time of price change.
6. The Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interests of the County.
7. If in the opinion of the Purchasing Agent any proposed increase is found unacceptable, the Purchasing Agent reserves the right to cancel the contract upon thirty (30) calendar days written notice.
8. Contractors must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document.

4. CONTRACT ADMINISTRATION

- 4.1 The Purchasing Division will issue a Contract Award Notification to all successful proposers. Such contract award notification will incorporate the County's specifications, and may incorporate the proposer's specifications.
- 4.2 No action need be taken by the contractors at time of receipt of such Contract Award Notification.
- 4.3 Orders for materials will be made as needed by the various County Departments.
- 4.4 Contractor may be asked to assist the Purchasing Agent with the development of a list of repetitively purchased commodities, to periodically update such list, and to assist in the development of a list of suitable substitutions.
- 4.5 Contractor shall provide technical advice upon request, and assist in the evaluation of new products.
- 4.6 Contractor shall monitor orders to ensure the highest possible fill rate and minimize back-orders.

5. QUARTERLY REPORT

- 5.1 The contractor shall provide to the Purchasing Agent a quarterly report, showing all purchases made under the terms and conditions of the contract.
- 5.2 Such quarterly report shall itemize the following information:
 1. Each ordering department.
 2. Items and quantities purchased by department.
 3. Total dollar amount of purchases by department.

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SPECIFICATIONS FOR COLLECTION SERVICES

1. Intent of Request for Proposal. The intent of this request for proposal (RFP) is to provide proposers with sufficient information to prepare a proposal to provide collection services for the Lancaster County Community Mental Health Center (here and after referred to as "County" or "CMHC") past due accounts.
2. Term of the Contract. The contract period shall be for one (1) year as twelve consecutive months. With renewal options for two each one (1) year periods with mutual consent.
3. Inquiries. All questions prior to the closing date should be directed to:

City of Lincoln/Lancaster County Purchasing Division
Attn: Kathy Smith, Assistant Purchasing Agent
"K" Street Complex (SW Wing)
440 So. 8th Street, Suite 200
Lincoln, NE 68507
Phone: (402) 441-8309
Fax: (402) 441-6513
email: ksmith@ci.lincoln.ne.us

4. Selection. The award of this contract shall be made to the responsible proposer whose proposal is determined to be the highest evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors set forth in accordance with the following evaluation criteria:
 - 25% - Responsiveness of the proposal in clearly stating an understanding of the services being requested.
 - 25% - Professional capabilities and experience of the firm in providing similar services to other municipalities and/or private businesses.
 - 25% - Professional qualifications and experience of the individuals who will be performing the work.
 - 25% - Total proposed percentage of collection to be returned to the County.

5. Account Descriptions. The Community Mental Health Center (CMHC) intends to submit the following types of delinquent accounts to the successful proposer for collection (other types of City/County accounts may be submitted at a later date).
 - 5.1 The CMHC currently does not have a contract for collections.
 - 5.2 All accounts requiring collection for the CMHC (and any other mutually agreed County/City Divisions/Agencies) shall be given to the contractor.
 - 5.3 The types of accounts are medical and related medication and services.
 - 5.4 We currently have a backlog of **313** accounts totaling **\$50,871.67**.
 - 5.4.1 Accounts range in value from **\$8.00** To **\$1,645.00**.
 - 5.4.2 The age range of these accounts is as follows:

over 210 days - total value:	\$45,877.18
over 180 days - total value:	\$ 1,636.69
over 150 days - total value:	\$ 1,225.27
over 120 days - total value:	\$ 1,050.14
over 90 days - total value:	\$ 1,082.39
Total Accounts:	\$50,871.67
6. Collection Process. The CMHC mails statements out at approximately 30, 60 and 90 day intervals.
 - 6.1 An account may be turned over to the successful proposer for collection at any time during the collection process.
 - 6.2 The age of the account is determined from the last payment date or invoice date.
 - 6.3 Account information will be submitted to the successful proposer via computerized customer account report.
7. Quality of Services. The successful proposer must agree to process the accounts in a professional, courteous, business-like manner for a period of approximately 210 days after the date of turnover. At a minimum, collection must including the following:
 - 7.1 Initial invoice mailed out upon receipt of the account
 - 7.2 Follow-up notice mailed out if no response within thirty (30) days
 - 7.3 Skip tracing if address unknown
 - 7.4 Two (2) instances of personal contact if address can be found
 - 7.5 Placement on credit report
8. Account Activities. Unless an account is under a written, active payment plan, collection efforts shall be considered exhausted 210 days after the account is turned over to the successful proposer.

- 8.1 Such accounts will be reported by the successful proposer to a credit bureau reporting agency and may be returned to the CMHC at the County's request.
 - 8.2 The County shall retain the right to cancel or request the return of any account referred to the successful contractor on which payments are not being paid or have not been paid.
9. Remittance of Payments. All funds collected by the successful proposer will be remitted to the County at least once a month accompanied by a collection activity report which includes the customer name, account number, type of account and the amount collected.
- 9.1 The successful proposer shall remit the monies collected on its behalf to the County within thirty calendar days following the end of the month of which the collection is made.
 - 9.2 The County in turn will report to the successful proposer on a monthly basis any payments made directly to its offices on any accounts previously turned over to the successful proposer.
10. Cost of Service. The County will pay a base commission percentage of collected funds to the successful proposer at the end of each reporting period at the rates agreed upon.
- 10.1 The rates will be based on a percentage of all amounts collected.
 - 10.2 The rates will be that proposed by the successful proposer.
 - 10.3 Once collection efforts are considered exhausted and an account is returned to the County, any funds collected will not be subject to commission.
 - 10.4 The successful proposer shall bill the County on a monthly basis in accordance with the rate schedule as established with the RFP response including any negotiations and addendums to the RFP and/or payment schedule.
11. Bond Requirements. The successful proposer shall obtain, upon the effective date of the agreement and continue in full force and effect during the term thereof, a performance bond issued by a corporation licensed to do business in the State of Nebraska in a form satisfactory to the County in an aggregate amount of not less than \$5,000.00.
12. Insurance Requirements. Successful proposer shall provide proof of insurance naming Lancaster County as Additional insured with regard to the contracted services (see attached "Insurance Requirements for all County Contracts).
13. Sample Professional Services Contract. See attached sample "Professional Services Contract".

Original contract to: Contractor,
Co. Clerk public file,
County Agency

CONTRACT DOCUMENTS

L A N C A S T E R C O U N T Y

N E B R A S K A

F O R

Collection Services for Past Due Accounts
For Lancaster County
AS PER SPEC. #02-108

Contractor:

LANCASTER COUNTY, NEBRASKA CONTRACT AGREEMENT

PURPOSE

THIS CONTRACT, made and entered into this _____ day of _____, 2002 by and between _____ hereinafter called "Contractor", and the Lancaster County, Nebraska, hereinafter called the "County".

WITNESS, that:

WHEREAS, the County has caused to be prepared, in accordance with law, Specifications and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to-wit:

for all labor, material and equipment necessary to perform Collection Services on Past Due Accounts and associated work, as per Specification 02-108 (opened May 22, 2002)

and,

WHEREAS, the Contractor, in response to such advertisement, has submitted to the County, in the manner and at the time specified, a sealed Proposal in accordance with the terms of said advertisement; and,

WHEREAS, the County, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the Contractor's Proposal, a copy thereof being attached to and made a part of this Contract;

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the agreements herein contained, the Contractor and the County have agreed and hereby agree as follows:

1. AGREEMENT DOCUMENTS

- 1.1 The Agreement consists of this document and all other exhibits, specifications, supplementary conditions, offers, addenda, and other documents attached or referenced. It may also include amendments added in the future.

2. CONTRACTOR'S OBLIGATIONS

- 2.1 SERVICE DESCRIPTION. The Contractor will conduct accounts receivable collection services as described in the specifications **(see exhibit A)**, and the Contractor's response dated _____ 2002 **(see exhibit B)**. All work shall be completed to the County's satisfaction.
- 2.2 The Contractor must obtain prior written approval from the County for any change in the scope of work that materially increases or decreases the cost of performance. In addition, the Contractor must perform all modified work according to the terms of this Agreement.
- 2.3 The County will not accept any claim for extra work or materials furnished unless the Contractor receives prior written authorization from the County. All work or materials furnished without prior written authorization are at the Contractor's own risk and expense.
- 2.4 The Contractor agrees to accept as full compensation from the County for the performance of the Work embraced in this Contract, ____% written percentage, of the collected funds.
- 2.5 In collecting such past due accounts, the Contractor shall comply with all applicable laws; rules and regulations and shall engage only in activities and actions and use only collection tools and methods which fully comply with all applicable laws, rules and regulations.
- 2.6 All costs and expenses incurred in connection with the collection of accounts will be borne by the Contractor, including, but not limited to, attorney fees and filing costs expended on accounts specifically authorized for civil suit.

3. COUNTY'S OBLIGATIONS

- 3.1 The County shall furnish one copy of data in it's possession pertinent to completion of the work. Upon request from the Contractor the County shall provide, within reason, any additional information necessary to perform the duties as outlined herein.
- 3.2 The County shall make information and data concerning policies, standards, criteria, and studies available for reproduction.
- 3.3 The County agrees to pay the Contractor for the performance of the Work embraced in this Contract, ____% written percentage, of the collected funds.

- 3.4 The County agrees to promptly notify the Contractor of any and all arrangements made directly with County's debtors to Contractor.

4. PAYMENTS

- 4.1 The County will pay the Contractor and the Contractor shall remit to the County for performance of services according to the specifications **(see Exhibit A)**.
- 4.2 The County will make payments within 30 calendar days from the date the Contractor submits invoices and claims.
- 4.2.1 An estimate and progress report for work completed through the last day of the preceding calendar month shall accompany all requests for payment.
- 4.3 The Contractor may not make any charge or claim for damages that result from delays or hindrances beyond the County's control.
- 4.3.1 The sole form of compensation for delay or hindrances is a reasonable extension of time agreed to by the parties.
- 4.3.2 An extension is not a waiver of any of the County's legal rights.
- 4.4 All documents the Contractor presents to the County under this agreement are the County's permanent property.
- 4.4.1 The Contractor must deliver all required reports before the County will make final payment.

5. "LOCK BOX" ACCOUNT

- 5.1 Contractor will coordinate with the County in the establishment of a "lock box" arrangement at a bank designated by the County.
- 5.1 All receipts shall be deposited directly into the City "lock box" account and Contractor shall negotiate no such checks or receipts made payable to the County, nor shall Contractor have direct access to any funds within the "lock box".
- 5.2 The Contractor shall be responsible for collection of insufficient fund checks.
- 5.2.1 Collections for the purpose of this Agreement will be net of all insufficient funds checks not collected.
- 5.2.2 All billing paperwork provided to payors by Contractor shall direct payments to be made to such "lock box" in care of Lancaster County.

6. CONFIDENTIALITY

- 6.1 If and to the extent, and so long as, required by the provisions enacted by the Health Insurance Portability and Accountability Act of 1996 and regulations promulgated thereunder, but not otherwise, Contractor does hereby assure the County that Contractor will appropriately safeguard protected health information made available to or obtained by Contractor.
- 6.2 In implementation of such assurance and without limiting the obligations of Contractor otherwise set forth in this Agreement or imposed by applicable law, Contractor hereby agrees to comply with applicable requirements of law relating to protected health information and with respect to any task or other activity Contractor performs on behalf of the County.
- 6.3 At termination of this Agreement, Contractor shall return or destroy all protected health information received from County that Contractor still maintains in any form and retain no copies of such information.
- 6.4 The Parties agree that this Agreement may be automatically amended from time to time if and to the extent required by the provisions of 42 U.S.C. 1171 et seq. enacted by the Health Insurance Portability and Accountability Act of 1996 and regulations promulgated thereunder, in order to assure that this Agreement remains consistent therewith.

7. TERM OF AGREEMENT

- 7.1 This Agreement is for a term of one (1) year as twelve (12) consecutive months to begin (date, year), unless sooner terminated, in whole or in part, as provided herein.
- 7.2 With mutual consent, the County may exercise the option to extend the Agreement period for two (2) each additional twelve (12) month periods as set forth in the specifications **(see Exhibit A)**.
- 7.3 The County shall notify the Contractor of any determination to extend this Agreement no less than thirty (30) days prior to the beginning of the relevant optional year.

8. TERMINATION OF THE AGREEMENT

- 8.1 The Agreement may be terminated by the following:
 - 8.1.1 Termination for Convenience. The County reserves the right to terminate any part of or the entire contract that may result from this bid

without cause and at any time provided the Contractor is given thirty (30) calendar days written notice.

8.1.1.1 The Contractor may cancel said agreement upon ninety days written notice (to allow sufficient time for the County to secure another provider).

8.1.2 Termination for Cause. The County may terminate the Contract if the Contractor:

8.1.2.1 Refuses or fails to supply enough properly skilled workers or proper equipment to satisfactorily provide complete needs assessment as requested.

8.1.2.2 Disregards laws, ordinances, or regulations or orders of a public authority having jurisdiction over the Contract.

8.1.2.3 Otherwise commits a substantial breach of any provision of the Contract Document.

8.2 The County and the Contractor shall have the following obligations upon termination:

8.2.1 The County must notify the Contractor in writing. Upon receipt of notice, the Contractor must cease all work and proceed to close out all operations.

8.2.2 The Contractor must deliver all reports and estimates entirely or partially completed and all unused materials supplied by the County.

8.2.3 The Contractor must appraise the work completed and submit the appraisal to the County for evaluation.

8.2.3.1 In the event of termination for any reason, Contractor shall make available to the County or its designate a full accounting of the status of all county accounts.

8.2.4 The County will pay the Contractor a fee for the percentage of the work actually completed as payment in full for services rendered to the date of termination.

8.2.4.1 The fee is a percentage of the Contractor's fee as described in the offer (**see Exhibit B**).

8.2.4.2 The County will make final payment within 60 days of contractor's delivery and County's acceptance of all completed or partially completed work.

9. INSURANCE REQUIREMENTS

- 9.1 Prior to commencement of any services, the Contractor shall provide the County with the requested insurance certificates identifying this Agreement by name and number **(see Exhibit C)**. All required insurance policies, except Workers' Compensation and Professional Liability, must name the County as Additional Insured with regard to this project.
 - 9.1.1 The Contractor must give the County thirty days written notice before cancelling any policy.
 - 9.1.2 The Contractor's failure to furnish evidence of insurance may be considered a breach of contract.
 - 9.1.3 The Contractor must require any subcontractors to provide Worker's Compensation and Employer's Liability with at least as much coverage as that provided by the Contractor.

10. NON-TRANSFERABLE RESPONSIBILITIES

- 10.1 No assumption or takeover of any of Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than Contractor whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration, for any reason whatsoever, may occur without County's express prior written approval.
- 10.2 If any such assumption, takeover, or unauthorized performance does occur without such prior written approval, this Agreement will become void for failure of its essential purpose. Such act is therefore a material breach of this Agreement, upon which County may pursue any lawful remedy.

11. ASSIGNMENT AND SUBCONTRACTING

- 11.1 Contractor shall not assign its rights, delegate its duties or subcontract any performance of our Agreement without the express prior written consent of County. Any assignment, delegation or subcontract without such express prior written consent shall be null and void and shall constitute a material breach of this Agreement, upon which County may immediately terminate the Agreement in accordance with the provisions stated in section 8.

12. TIME IS OF THE ESSENCE

- 12.1 Time is of the Essence. If any anticipated or actual delays arise, Contractor shall immediately notify County. Regardless of notice if deliveries are not made at the time agreed upon, County may, at its sole discretion, terminate this Agreement and proceed pursuant to section 8.

13. INDEPENDENT CONTRACTOR STATUS

- 13.1 This Agreement is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party are not the employees or agents of the other party for any purpose whatsoever.
- 13.2 Contractor understands and agrees that all persons performing work pursuant to this Agreement are, for purposes of worker's compensation liability, solely employees of Contractor and not employees of County. Contractor shall be solely liable and responsible for furnishing any and all workers' compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of Contractor hereunder.
- 13.3 The employees and agents of each party, shall while on the premises of the other party, comply with all rules and regulations of the premises, including, but not limited to, security and safety requirements.

14. INDEMNIFICATION

- 14.1 The Contractor shall indemnify and hold harmless the County, its members, its officers and employees from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees arising out of or resulting from the performance of the contract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than goods, materials and equipment furnished under this contract) including the loss of use resulting therefrom; is caused in whole or part by any negligent act or omission of the proposer, any subcontractor, or anyone directly or indirectly employed by any one of them or anyone for whose acts made by any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.
- 14.2 In any and all claims against the County or any of its members, officers or employees by an employee of the proposer, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 14.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the proposer or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

15. LICENSES AND BONDS

- 15.1 The Contractor shall obtain whatever insurance, licenses and bonds and fulfill whatever other requirements as are required in order to perform this Agreement, and shall provide evidence of such insurance, licenses and bonds to the County.

16. GOVERNING LAWS

- 16.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.

17. EQUAL EMPLOYMENT OPPORTUNITY

- 17.1 In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age or marital status.
- 17.2 The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

These Contract Agreements, together with the other Contract Documents herein above mentioned, form this Contract, and the are as fully a part of the Contract as if hereto attached or herein repeated.

The Contractor and the County hereby agree that all the terms and conditions of this Contract shall by these presents be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the contractor and the County do hereby execute this contract.

EXECUTION BY LANCASTER COUNTY, NEBRASKA

CONTRACT APPROVED AS TO FORM: COUNTY OF LANCASTER, NEBRASKA

Lancaster County Attorney

Chairperson, Board of Commissioners

EXECUTION BY CONTRACTOR

IF A CORPORATION:

Name of Corporation

ATTEST:

Address

Secretary (SEAL)

By: _____
Duly Authorized Official

Legal Title of Official

INSURANCE CLAUSE

FOR ALL COUNTY CONTRACTS

The Contractor shall indemnify and save harmless, to the fullest extent allowed by law, Lancaster County, Nebraska from and against all losses, claims, damages and expenses, including attorney's fees, arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death or injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

Contractor shall not commence work under this contract until he has obtained all insurance required under this Section and such insurance has been approved by LANCASTER COUNTY, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved.

- A. Workers' Compensation Insurance and Employer's Liability Insurance: The Contractor shall take out and maintain during the life of this contract the applicable statutory Worker's Compensation Insurance, and in the case of any work sublet, the Contractor shall require the subcontractor similarly to provide statutory Worker's Compensation Insurance for the latter's employees. Coverage shall be provided by an insurance company authorized to write such insurance in all states where the Contractor will have employees located in the performance of this contract, and the Contractor shall require each of his subcontractors similarly to maintain Employer's Liability Insurance similarly to the Contractor.

Workers' Compensation - Required limits:

Coverage A - Coverage will include Statutory requirements

Coverage B - Employers Liability

\$100,000 Each Person

\$100,000 Each Person by Disease

\$500,000 Policy Limit - Disease

- B. General Liability Insurance

1. The Contractor shall maintain during the life of this contract, Commercial General Liability Insurance, naming and protecting him and Lancaster County against claims for damages resulting from (a) bodily injury, including wrongful death, and (b) property damage which may arise from operations under this contract whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them. The insurance requirements are:

Commercial General Liability (form CG0001 or equivalent) with limits of:

\$1,000,000 Each Occurrence

\$1,000,000 Personal Injury

\$2,000,000 Products/Completed Operations

\$2,000,000 General Aggregate

and:

1. Coverage shall include Contractual Liability coverage insuring the contractual exposure as addressed in this contract.
2. There shall be no exclusion or limitation for the Explosion (X), Collapse (C) and Underground (U) hazards.

3. Coverage shall also include Products/Completed Operations.
 4. **Lancaster County shall be named as Additional insured (CG2010 or equivalent).**
 5. The Commercial General Liability coverage shall be endorsed with the Designated Construction Project(s) General Aggregate Limit endorsement (CG 25 03 or equivalent).
- C. Automobile Liability Insurance: The Contractor shall take out and maintain during the life of the contract such Automobile Liability Insurance as shall protect him against claims for damages resulting from (a) bodily injury, including wrongful death, and (b) property damage which may arise from the operations of any owned, hired, or now-owned automobiles used by or for him in any capacity in connection with the carrying out of this contract. The minimum acceptable limits of liability to be provided by such Automobile Liability Insurance shall be as follows:
- Bodily Injury and Property Damage 1,000,000 Combined Single Limit
- D. Builder's Risk Insurance: **(For Building Construction Contracts Only)** Unless otherwise specified where buildings are to be constructed under this contract, the Contractor shall provide coverage for all direct physical loss (also known as "Special Causes of Loss"). Such insurance shall be written on a Replacement Cost basis covering such building in the amount equal to one-hundred percent (100%) of the contract amount (minimum) as specified herein. Losses, if any, shall be made payable to LANCASTER COUNTY and Contractor as their interest may appear. A certificate of insurance evidencing such insurance coverage shall be filed with LANCASTER COUNTY by the time work on the building begins and such insurance shall be subjected to the approval of LANCASTER COUNTY.
- E. Minimum Scope of Insurance: All Liability Insurance policies shall be written on an "Occurrence" basis only. All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has A.M. Best's Rating of no less than A:VII unless specific approval has been granted by LANCASTER COUNTY.
- F. Certificate of Insurance: All Certificates of Insurance shall be filed with LANCASTER COUNTY on the standard ACCORD CERTIFICATE OF INSURANCE form showing the specific limits of insurance, coverage modifications and endorsements required by the preceding Sections A, B, C, D and showing LANCASTER COUNTY is an additional insured where required. Such certificate shall specifically state that insurance policies are to be endorsed to require the insurer to provide LANCASTER COUNTY thirty days, notice of cancellation non-renewal or any material reduction of insurance coverage.

The original certificate shall be provided to Lancaster County as designated and a copy to: Office of Risk Management, Lancaster County (555 So. 9th Street, Lincoln, NE 68508)